REQUEST
FOR
PROPOSAL

505-12-RR0001

Contract For
General Financial Consultant Services – Competitive Negotiation for Non-professional Services

There will be an Optional pre-proposal conference for this solicitation
June 8, 2012 at 10:00 a.m.

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the *Code of Virginia,* § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DRPT
Virginia Department of Rail and Public Transportation
The Smartest Distance Between Two Points

Request for Proposals

RFP #:	**505-12-RR0001**
Issue Date:	**May 30, 2012**
Title:	**Contract for General Financial Consultant Services – Competitive Negotiation for Non-professional Services**
Commodity Code:	**918-12 Consulting Services**
Issuing Agency:	**Commonwealth of Virginia** **Department of Rail and Public Transportation** **600 East Main Street, Suite 2102** **Richmond, VA 23219**
Initial Period of Contract:	**Three years from date of award**
Proposals Will be received until:	**June 22, 2012** **5:00 p.m. (Close of Business)**
All Inquiries to:	**Ashley Nusbaum** **Financial Compliance and Procurement Analyst** **Phone: (804) 786-2890 FAX: (804) 225-3752** **E-Mail: ashley.nusbaum@drpt.virginia.gov**

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____	_____
Company Name	Date
_____	_____
Address	Signature in Ink
_____	_____
City, State, Zip	Printed or Typed Name of Above
_____	_____
FEI/FIN Number	Phone
_____	_____
E-mail	Fax

* **An Optional Pre-Proposal Conference will be held on June 8, 2012 at 10:00 a.m.** in the State Corporation building located at **1300 E. Main Street, Richmond, 2nd Floor, Courtroom A**. See Section VIII for more information.

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.

REQUEST FOR PROPOSALS

Contract for General Financial Consultant Services

TABLE OF CONTENTS

I. Contract Amount and Term 4

II. Purpose 4

III. Background 4

IV. Statement of Needs 6

V. Proposal Preparation and Submission Requirements 7

VI. Evaluation and Award Criteria 10

VII. Reporting and Delivery Requirements 11

VIII. Optional Pre-Proposal Conference 11

IX. Required General Terms and Conditions 11

X. Special Terms and Conditions 11

XI. Method of Payment 11

ATTACHMENTS

Attachment A: Required General Terms and Conditions 13

Attachment B: Special Terms and Conditions 23

Attachment C: Small Business Subcontracting Plan 31

Attachment D: Price Schedule 35

Attachment E: Monthly SWAM Report 37

Attachment F: Agencies (Grantees) Funded by DRPT 38

Attachment G: Report of Orders Received from Additional Users 40

I. CONTRACT AMOUNT AND TERM

The initial contract term shall be for a period of three (3) years, renewable for up to two (2) successive one-year periods. The compensation of this contract is estimated to be $3,000,000 (to be divided among qualified firms). The effective date of the contract will be determined at time of award.

II. PURPOSE

The Department of Rail and Public Transportation (DRPT), an agency of the Commonwealth of Virginia, is issuing this Request for Proposal (RFP) to solicit sealed proposals from qualified single entities or a team of firms offering as one single entity to establish a contract through competitive negotiation for the purchase of General Financial Consultant Services related to DRPT's programs, projects, and initiatives. **It is the intent of DRPT to award to multiple qualified firms.**

III. BACKGROUND

DRPT was created in 1992. Its mission is to improve the mobility of people and goods while expanding transportation choices in the Commonwealth. DRPT consists of the Director's office, an Operations Division, and Finance and Administration.

DRPT's Operations Division assists passenger rail operations, freight rail operations, planning and special projects. Passenger and freight rail operations involve coordinating with both public and private entities to enhance rail operations, planning and development. Rail Planning involves providing input on state and federal rail policy and regulations, track abandonment, freight and passenger rail feasibility analysis, identification of freight rail needs, and updates to state rail studies, maps and plans. Rail special projects include demand analysis for passenger rail studies, rail capacity analysis, and coordinating with local and regional transportation authorities on rail modeling issues and intermodal studies.

The Operations Division also assists more than 40 public transit agencies, 50 human service providers and 15 commuter assistance agencies that combined carry nearly 700,000 Virginians to work every day in something other than their own cars. Transit demand management services are provided through a unique partnership between DRPT, fifteen local commuter assistance programs, Metropolitan Planning Organizations, various Transportation Management Associations (TMAs) and the Virginia Department of Transportation (VDOT). DRPT also provides technical and financial support to local commuter assistance agencies through grant programs, research, training, and marketing assistance.

The Finance and Administration Division is responsible for administering agency funds that empower our grantees to deliver efficient, effective transportation services. DRPT has a complex accounting environment utilizing 15 funds to account for 2000 open grants and projects involving the activities of approximately 75 grantees. DRPT is a funding and technical assistance participant in projects that combine federal, state, and local funding.

Background, continued

Revenues for fiscal year 2013 (July 1, 2012 – June 30, 2013) are estimated to be $481 million. Approximately $130 million annually is received for the transit and congestion management programs from a legislatively mandated share of taxes (retail sales tax and motor vehicle fuel sales tax) and fees (DMV registration fees). Rail activities receive a share of the motor vehicle rental tax totaling about $27 million annually. DRPT oversees $104 million in federal funding primarily through the Federal Railroad Administration and the Federal Transit Administration under § 5303 (Metropolitan Planning Organizations), § 5304 (Statewide Planning and Research), § 5307 (Large Urban Cities), § 5309 (Major Capital Investments – New Starts Programs), § 5310 (Elderly and Disabled Persons), and § 5311 (Rural and Small Urban). Additional long term funding was created under HB 3202. The new legislation provided 2 cents of the recordation tax to the transit operating program in fiscal year 2009 and bond funding for capital programs for both rail and transit totaling $24 million in fiscal year 2008 and $73 million per year, thereafter.

The agency budget of $480.9 million for fiscal year 2012 is allocated as follows: $11.4 million to the Dulles Corridor Metrorail Project, $110.8 million to rail related activities, $352.8 million to transit & congestion management activities, and $5.9 million to agency administration. All disbursement and grant/project budgeting activities are accounted for utilizing an internally developed system - the Invoice Creation And Processing System (ICAPS). The main benefits of ICAPS are real-time financial reporting, project/grant budgeting capabilities, and an integrated financial and procurement system. The agency's financial transactions are exported on a daily basis for actual payment processing to the official financial system of the state of Virginia - the Commonwealth Accounting and Reporting System (CARS). CARS is maintained and overseen by the Department of Accounts (DOA), and as such DRPT is subject to the accounting rules and regulations as promulgated by DOA. Additionally, finance and administration works within the auspices of the Department of Planning and Budget (DPB) and the Department of the Treasury in regards to budgeting and treasury activities.

Finance and Administration's core financial duties are to perform the following:

- Develop and implement a six-year plan of allocations (Commonwealth Transportation Board (CTB) approved)
- Develop and monitor the annual budget (CTB approved)
- Project and task order budgeting
- Revenue collection and cash management
- Process expenditures and payroll
- Financial reporting

IV. STATEMENT OF NEEDS

Consulting services are to be provided related to the financial aspects of DRPT programs, projects, and initiatives. The Offeror shall furnish all labor, materials, etc. These functions include: Internal Control Assessment, Financial Planning and Analysis, and Other Financial Services. DRPT does not require the use of licensed professionals to perform the services to be provided.

1. Internal Control Assessment
   - Conduct an agency-level assessment of internal controls for significant financial processes including testing of the effectiveness of the agency-level controls.
   - Conduct a process and transaction-level internal control assessment using Strengths, Weaknesses/Limitations, Opportunities, and Threats (SWOT) analysis and including testing of the transaction-level controls.
   - Develop corrective action plans for weaknesses in fiscal processes.

2. Financial Planning and Analysis
   - Develop/review financial plans for DRPT or its grantees (Examples include potential passenger rail operations or required financial plans under the Federal Transit Administration New Starts program).
   - Conduct operational planning including analysis of operating budgets, and revenue estimates for DRPT grantees.
   - Develop/review financial forecasts for DRPT and its grantees for both operational and capital needs.
   - Conduct financial due diligence of the agencies' grantees or project partners.
   - Review existing agreements/contracts from the financial perspective and develop new agreements that address public benefit measures and contingent interests.
   - Develop processes for administering various types of projects using grant agreements and contracts. These processes should encompass the administrative, funding, and budgeting aspects, as well as the payment of invoices in accordance with the agreements/contracts and compliance with state and federal guidelines.
   - Analyze and assist with the development of revenue and cash management practices of DRPT.
   - Prepare/review cash flow forecasts for DRPT or for certain projects in which DRPT is a funding participant.

3. Other Financial Services
   - Conduct financial compliance reviews of DRPT grant or project agreements.
   - Other work of a nature consistent with the intent of the RFP.

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until a Purchase Order is issued. For certain purchase orders the scope of services prepared by DRPT may be sent to multiple firms awarded under this contract for Offeror estimate.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

GENERAL REQUIREMENTS

1. RFP Response - In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One original and five copies (so marked) of each proposal must be submitted to DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by June 22, 2012 at 5:00 p.m. (Close of Business).

Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

2. Written Proposal Preparation

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by DRPT at its discretion.

B. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. **No proposal, in its entirety, should exceed 100 pages one-sided**.

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offerors capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet – The RFP Cover Sheet (Page 2 of this RFP) shall be completely filled out and signed as required.

Tab 1 **Understanding of Work and Plan for Providing Services** – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by Subofferors on multiple purchase orders simultaneously.

Tab 2 **Experience and Qualifications** – The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks should be identified. DRPT recognizes that due to the long term, open-ended nature of the agreement that will be issued as the result of this RFP, Offerors will not be able to guarantee that all of the individuals identified in the proposal will be available for assignment when a specific purchase order request is issued. The Offeror must therefore demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed. The Offeror shall provide all of the following information concerning its Company, Subofferors and personnel qualifications.

A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.

B. A list of the key personnel including Subofferors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

C. A list of references to include name, address, telephone number, project, and amount of project.

SPECIFIC PROPOSAL REQUIREMENTS, continued

Tab 3 **Virginia Department of Minority Business Enterprise (DMBE/SWAM) Participation** – The Offeror shall indicate the percentage of DMBE/SWAM participation and specify the types of work to be performed by DMBE/SWAM Subofferor. In order to be considered for the selection of this Request for Proposals, the Offeror must submit six copies of the Small Business Subcontracting Plan. A blank copy of this document is included as **Attachment C.**

All DMBE/SWAM Offerors or Subofferor must be certified with the Virginia Department of Minority Business Enterprise. If the DMBE/SWAM is not certified they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Minority Business Enterprise can be contacted at (804) 786-6585. The DMBE/SWAM goal for this contract is **25 percent**; if the DMBE/SWAM is the Prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 4 **Contact Person** – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or Subofferor involved in the proposal.

Tab 5 **Staffing and Pricing Plan** – Offerors shall identify all staff positions by person and actual hourly rates (base rate, overhead and profit listed separately along with the total rate) in the Price Schedule (**Attachment D**) for the three potential services described in the Statement of Needs, and listed pursuant to Tab 2. Final pricing/rates will be addressed in the negotiation phase.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple consultant teams will be qualified and selected by DRPT's Selection Committee as a General Financial Consultant (GFC) for rail and public transportation programs, projects, and initiatives based on the following weighted criteria:

FOR SERVICES	POINT VALUE
1. Qualifications and experience of Offeror staff to be assigned to perform the services	60 points
2. Commitment to SWAM Utilization	20 points
3. Specific plans or methodology to be used to perform services	10 points
4. Price	10 points
Total Points	100 points

B. AWARD TO MULTIPLE OFFERORS - Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to those Offerors. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (§ 2.2-4359(D), *Code of Virginia*.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and of the Consultant's proposal as negotiated. In the event there is a conflict between the Offeror's proposal and the requirements, terms, and conditions of the solicitation, the requirements, terms, and conditions of the solicitation shall apply.

VII. REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the Offeror at a place and time selected by DRPT for the purpose of reviewing the Offeror's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Offeror's Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

B. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- The Offeror shall provide to DRPT, in a form as required by DRPT, documentation that the Offeror has utilized SWAM businesses in accordance with the Offeror's SWAM utilization plan (**Attachment C** of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- The Offeror shall use **Attachment E** (Monthly DMBE/SWAM Certified SubOfferor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be an optional pre-proposal conference for this RFP on June 8, 2012 at 10:00 a.m**.** in the State Corporation Commission building located at 1300 E. Main Street, Richmond, 2nd Floor, Courtroom Room A. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is 804-786-6777 and the address is 1300 E. Main Street, Richmond, VA 23219. While firms are not required to attend this pre-proposal conference in order to submit a response to this solicitation, attendance is strongly recommended.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

IX. REQUIRED GENERAL TERMS AND CONDITONS - For a listing of the General Terms and Conditions, please see **Attachment A**.

X. SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see **Attachment B**.

XI. METHOD OF PAYMENT - Payments will be made monthly within 30 days after receipt of a properly presented invoice and acceptance of completed work.

Page Left Blank Intentionally

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

1. VENDOR'S MANUAL: This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at http://www.dgs.virginia.gov/Services/tabid/121/Default.aspx under "Procurement Manuals."

2. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Offeror are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Offeror shall comply with applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans with Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body *(§* 2.2-4343.1(E), *Code of Virginia*). In every contract over $10,000 the provisions in (A) and (B) below apply:

(A) During the performance of this contract, the Offeror agrees as follows:

1. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(B) The Offeror will include the provisions of (A) above in every sub-contract or purchase order over $10,000 so that the provisions will be binding upon each Subofferor or vendor.

4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or Subofferor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract knowingly employ an unauthorized alien worker as defined in the *Federal Immigration Reform and Control Act of 1986*.

6. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a contract, the Offeror conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

9. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT TO PRIME OFFERORS:

A. To Prime Offeror:

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted by the Offeror directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and purchase order number; social security number (for individual Offerors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Offeror at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

5. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Offerors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Offeror, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Offeror may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

B. To Subofferors:

1. A Offeror awarded a contract under this solicitation is hereby obligated:

   a. To pay the Subofferor(s) within seven days of the Offeror's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the Subofferor(s) under the contract; or
   b. To notify the agency and the Subofferor(s), in writing, of the Offeror's intention to withhold payment and the reason.

2. The Offeror is obligated to pay the Subofferor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Offeror that remain unpaid seven days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier Offeror performing under the primary contract. A Offeror's obligation to pay an interest charge to a Subofferor may not be construed to be an obligation of DRPT.

C. Each prime Offeror who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subofferor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

D. DRPT encourages Offerors and Subofferors to accept electronic and credit card payments.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy DRPT that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror in whole or in part without the written consent of DRPT.

15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. DRPT may order changes within the general scope of the contract at any time by written notice to Offeror. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Offeror shall comply with the notice upon receipt. The Offeror shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Offeror accounts for the number of units of work performed, subject to DRPT's right to audit the Offeror's records and/or to determine the correct number of units independently; or
3. By ordering the Offeror to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Offeror shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within 30 days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Commonwealth of Virginia's Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

16. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DRPT, after due oral or written notice, may procure them from other sources. The Offeror shall be responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DRPT may have.

17. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The Offeror further certifies that the Offeror and any Subofferors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who fail to notify DRPT of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: $100,000.
3. Commercial General Liability: $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Finance Division will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) and DRPT's website www.drpt.virginia.gov for a minimum of 10 days.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subofferor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. NON-DISCRIMINATION OF OFFERORS: An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

21. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1 percent, capped at a maximum of $500 per order,

b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
(i) DMBE-certified Small Business: 1 percent, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Business: 1 percent capped at $1500 per order.

c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 0.75 percent, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 0.75 percent, capped at $1,500 per order.

d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
(i) DMBE-certified Small Businesses: 1 percent, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1 percent, capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

23. SET-ASIDES: this solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, Offerors shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of proposals.

24. **BID PRICE CURRENCY**. Unless stated otherwise in the solicitation, Offerors shall state bid/offer prices in US dollars.

25. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Page Left Blank Intentionally

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

1. PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	May 30, 2012
Pre-Proposal Conference	June 8, 2012
Deadline for receipt of Proposals	June 22, 2012
Oral Presentations (if required)	Week of July 9, 2012
Negotiations	Week of July 16, 2012
Proposed Contract Award (Dependant upon timing of Oral presentations)	July 30, 2012

2. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Rates may be revised by mutual agreement of DRPT and the Offeror 60 days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the two (2) one year renewal periods the contract price(s) for the increase shall not exceed the contract price(s) stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The Offeror shall convey (in writing) its request to raise/lower prices to the Department no later than 60 days prior to the renewal period starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.

3. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

4. AUDIT: The Consultant shall retain all books, records, and other documents relative to this contract for five years after final payment. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The Consultant shall permit the authorized representative of the DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Contract.

5. ADDITIONAL USERS OF CONTRACT: It is DRPT's intent, on behalf of the Secretary of Transportation and all agencies/facilities within the Transportation Secretariat (to include Virginia Department of Transportation, Virginia Department of Aviation, Virginia Department of Motor Vehicles, and the Virginia Port Authority), to provide access to DRPT agreements and to provide Offerors with opportunities to do business with these agencies. Additionally, this procurement is being conducted on behalf of grantees of the Department of Rail and Public Transportation who may be added or deleted at anytime during the period of the contract. See Attachment F for the list of grantees. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the Offeror. Such modification shall name the specific entity added or deleted and the effective date. The Offeror shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

To that end, and if agreeable with the Offeror, in addition to DRPT, other agencies within the Transportation Secretariat and grantees of DRPT named in Attachment F may have access to any agreement resulting from this solicitation.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

6. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature or advertising without prior written approval from DRPT.

7. CLAIMS: The Offeror shall be responsible for all damage and expense to persons or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its Subofferors, agents or employees, in connection with the services required under this Agreement. Further it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, DRPT, its officers, agents, and employees from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its Subofferors, agents or employees, of the services under this Agreement.

8. CANCELLATION OF CONTRACT: DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial three-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

9. OFFEROR'S QUALIFICATIONS/RESPONSIBILITIES:

A. Offeror agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.

B. The Offeror shall assign a person as the Offeror's Representative who will have the authority to execute this contract work. The person's name and phone number and an alternate representative's name and phone number shall be provided to DRPT in the Offeror's proposal.

10. DAMAGES: It is the Offeror's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.

11. SPECIAL DISCOUNTS: (A) During the contract period, if the Offeror offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract. (B) The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Offeror's customers generally.

12. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

13. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia*. Claims shall be submitted to the Director of DRPT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO, Finance Division, who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

14. PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Purchasing Division, 600 East Main Street, Suite 2102 Richmond, Virginia 23219, no later than 10 days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest the Chief Financial Officer (CFO), Finance Division will issue a written decision stating the reasons for the action taken. This decision is final unless within 10 days after receipt of such decision, the Offeror institutes legal action as provided in the *Code of Virginia*.

15. ADDITIONAL INFORMATION: DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

16. <u>PROTECTION OF PERSONS AND PROPERTY</u>:

A. The Offeror expressly undertakes, both directly and through its Subofferor(s), every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.

B. The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

D. The Offeror shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by paragraph 15, of the General Terms and Conditions.

17. SMALL BUSINESS SUBCONTRACTING PLAN: If the Offeror on the contract is a Department of Minority Business Enterprise (DMBE)-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification. If the Offeror is not a DMBE certified small business, the Offeror is required to identify the portions of the contract the Offeror plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment C. If the Offeror is not a DMBE-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DMBE-certified Offeror must document on Attachment C, section C, past efforts made to provide subcontracting opportunities to DMBE-certified small businesses for other contracts within the past 24 months.

18. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
Each prime Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subofferor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

19. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. ("intellectual property", which includes all inventions subject to the U. S. Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases.) Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Offeror warrants that no individual, other than regular employees and Subofferors of the Offeror or DRPT regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Offeror.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which DRPT has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Offeror's provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror and DRPT agrees that these products will remain the sole property of the third party.

The Offeror shall grant DRPT license to use all software developed by the Offeror under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

20. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the standard of industry and to the complete satisfaction of DRPT.

A. Personnel used by the Offeror for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of DRPT and shall possess any required licenses, certifications, and qualifications.

B. The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.

C. Sexual Harassment of any employee, DRPT or Offeror, will not be tolerated and is to be reported immediately to the DRPT Representative.

All work to be conducted by the Offeror in any facility shall be coordinated in advance with the DRPT Project Manager. The Offeror shall coordinate his/her work efforts with (if applicable) other existing Offeror/agency work efforts through the DRPT Project Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Project Manager.

21. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.

22. PROPOSAL PRICES: Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

23. DRPT reserves the right to approve any personnel or Subofferors proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Offeror when approval is not granted.

24. DRPT will provide the Offeror and/or Subofferors with copies of all written approvals.

25. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ 6/22/2012 5:00 p.m. _____
Name of Offeror Due Date Time

_____ 505-12-RR0001 _____
Street or Box Number IFB No./RFP No.

_____
City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer **ASHLEY NUSBAUM.**

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

26. PATENT RIGHTS: If any invention, improvement or discovery of the consultant or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the consultant shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the consultant, his subconsultants and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

27. **KEY PERSONNEL/SUBOFFERORS:** People identified in terms of this RFP as "key personnel" who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the consultant unless removed from work on the contract with the consent of the purchasing agency.

28. PRICING SCHEDULE: Offerors shall identify all staff positions and rates, for the three potential services under Statement of Needs, and shall indicate such in Attachment D to be fully loaded with all direct and indirect costs, including administrative oversight and approvals.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

29. RENEWAL OF CONTRACT: This contract may be renewed by the DRPT upon written agreement of both parties for **two (2)** successive one-year periods, under the terms of the current contract, and at approximately 60 days prior to the expiration.

30. REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS: The Contractor shall provide the Department of Rail and Public Transportation (DRPT) a quarterly report of orders received from additional users (Attachment G). This report shall reflect orders received from additional users on the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period.

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions (Failure to complete and submit this form may result in your proposal not being considered.)

A. If you are certified by DMBE as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section A

If your firm is certified by DMBE, are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number:_____ Certification date:_____

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, Subofferors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address **DMBE Certificate #**	**Status if Small Business is also: Women (W), Minority (M)**	**Contact Person, Telephone & Email**	**Type of Goods and/or Services**	**Planned Contract Involvement**	**Planned Annual Contract Dollar Expenditure Amount**
Totals $					

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.

2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.

3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.

4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.

6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment D
Price Schedule

Labor Category* (Change/add categories as necessary)	Name	Direct Average Hourly Rate	Overhead Rate	Profit	Total Fixed Rate
(Example) Financial Analyst	Bill Smith	52.00	125%	8%	126.36

Travel Reimbursement
Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Task Order. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the Commonwealth's Travel Guidelines in effect at the time of travel. The Travel Guidelines can be found at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf

Note: Non-salary direct costs will be paid based on actual costs incurred, documented with proper receipts, subject to State Regulation and prior approval of DRPT.

Attachment D (cont'd)

Labor Classification Descriptions

Contract/Project Manager: Provides direction and management for small to large projects and ensures on-schedule completion within scope and budget. Responsible for preparing proposals to client's scope of work, management and performance of the project. Plans and defines project goals and devises methods to accomplish them.

Financial Compliance Analyst: Ability to plan, monitor and review programs and reports for compliance with state and federal authority. Ability to interpret authority and establish standard procedures for fiscal and accounting operations and review. Prepares, coordinates and maintains comprehensive, complex financial reports and records. Ability to research and analyze complex financial data and convey technical distinctions both orally and in writing.

Internal Control Analyst: Performs risk assessments and documentation of business processes using appropriate measurement tools (SWOT analysis, interviews, review of policies and procedures etc.). Develops internal control questionnaires, tests internal controls, documents results and develops an action plan to address any deficiencies noted during assessment.

Senior Accountant: Under direction, assembles, analyzes, interprets, prepares and reviews accounting and budget data and related financial statements and reports involving complex financial data.

Accountant: Under direction, manages, audits, and maintains accurate financial records and prepares financial statements and tax reports.

Senior Financial Analyst: Under direction, performs a variety of professional financial forecasting and analysis work of a specialized or complex nature. Develops and analyzes long-range financial forecasts, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for railway operations.

The above descriptions are examples only. The Offeror is encouraged to develop their own classifications with appropriate descriptions to satisfy the Statements of Needs as presented herein.

****

Attachment E
Monthly SWAM Report

SWAM SUBCONTRACTOR REPORT

PRIME CONTRACTOR NAME	
CONTACT NAME	
TITLE/POSITION	
CONTRACTOR ADDRESS	
CONTRACTOR PHONE NUMBER	
EMAIL	

MONTH/YEAR	
DATE SUBMITTED	

SWAM SUBCONTRACTOR NAME	SWAM SUBCONTRACT TAX ID	SWAM EVA#	SWAM CONTRACT #	Project Name/Task Order Description	Small Business Expenses	Woman Owned Business Expenses	Minority Business Expenses	Total SWAM Payments
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
SWAM SUBCONTRACTOR TOTALS					-	-	-	-

ATTACHMENT F

Agencies Funded by DRPT

A Grace Place Adult Care Center
Accomack Northampton TDC
Adult Care Service
Adult Day Care of Martinsville and Henry Counties
Alexandria Transit
American Emergency Vehicles
American Red Cross
Appalachian Agency for Senior Citizens
ARC of Greater Prince William
Arc of the Virginia Peninsula
Arlington County
Bay Aging, Inc.
Bedford County
Beth Sholom Home
Blacksburg Transit
Blue Ridge Opportunity Services
Bon Secours Senior Health
Bristol Virginia Transit
Buchanan County Transportation
CAPUP
Central Shenandoah Planning District Commission
Central Virginia Area Agency on Aging, Inc.
Chesapeake Service Systems
Chesterfield Community Services Board
Chesterfield County
City of Alexandria
City of Bristol, Tennesse
City of Charlottesville
City of Danville
City of Fairfax
City of Falls Church
City of Fredericksburg
City of Harrisonburg
City of Kingsport
City of Lynchburg
City of Martinsville
City of Radford
City of Richmond
City of Staunton
City of Virginia Beach
City of Williamsburg
Community Association for Rural Transportation, Inc.
Community Transportation Association of Virginia
Crater District Area Agency On Aging /FGP
Crater Planning District Commission
Crossroads Community Services
Cumberland County
Daily Planet Health Care for Homeless
Danville City Parks and Recreation Department
Danville-Pittsylvania Community Services
Dickenson County Transportation
Northern Virginia Regional Commission
PARC Workshop, Inc.
Peninsula Agency on Aging
Petersburg Area Transit
District III Public Transit
Dulles Area Transportation Association
Eastern Shore Community Services Board
ECHO.INC
ElderHomes Corporation
ESAAA/CAA
Essex County
Fairfax County
Farmville Area Bus
Friendship Industries, Inc.
George Washington Regional Commission
Giles Health & Family Center
Gloucester County
Goochland Fellowship and Family Service
Goodwill Industries of the Valleys
Grafton School, Inc.
Greater Lynchburg Transit Company
Greater Richmond Transit Company
Greater Roanoke Transit Company
Greene County
Greensville Adult Activity Services
Hampton Roads Planning District Commission
Hampton-Newport News Community Services Board
Hanover Community Services
Henrico Area MH/MR Services
Historic Triangle Senior Center
Hope House Foundation
Hopewell Redevelopment and Housing Authority
Intelligent Transportation Society of Virginia
James City County
JAUNT, Inc.
Jewish Community Center of Northern Virginia
Junction Center for Independent Living
Lake Country Area Agency on Aging
Loudoun County
Lynchburg Community Action Group, Inc.
Metropolitan Washington Airports Authority
Metropolitan Washington Council of Governments
Middle Peninsula Planning District Commission
Middle Peninsula-Northern Neck CSB
Montgomery County
Mount Rogers Community Services Board
Mountain Empire Older Citizens
New River Valley Community Services Board
New River Valley Planning District Commission
New River Valley Senior Services - Pulaski Area Transit
Northern Neck Planning District Commission
Northern Shenandoah Valley Regional Commission
Northern Virginia Transportation Commission
Northwestern Community Services Board
NuRide, Inc.
Sussex-Greensville-Emporia Adult Activity Services
Tazewell County
The Arc of Central Virginia
The Arc of Greater Prince William

Piedmont Community Services Board
Pleasant View, Inc.
Portco, Inc.
Potomac and Rappahannock Transportation Commission
Prince William County
Quin Rivers Agency for Community Action, Inc.
Rappahannock Area Agency on Aging
Rappahannock Area Community Services Board
Rappahannock-Rapidan Area Agency on Aging
Rappahannock-Rapidan Community Services Board
Rappahannock-Rapidan Planning District Commission
Resort Area Transportation Management Association
Richmond Area ARC
Richmond Community Action Program
Richmond Planning District Commission
Richmond Redevelopment and Housing Authority
Richmond Residential Services
Ridefinders
Roanoke County
Roanoke Valley-Alleghany Regional Commission
Rockbridge Area Community Services Board
Rockbridge Area Occupational Center, Inc.
Rockbridge Area Transportation System, Inc.
Rockbridge County
Rockingham County
Russell County Public Transportation
Senior Services of Southeastern Virginia
Shenandoah Area Agency on Aging, Inc.
Shen-Paco Industries, Inc.
Southern Area Agency on Aging
Southside Community Services Board
St. Joseph's Villa
Stepping Stones, Inc.
STEPS, Inc.
The Arc of Harrisonburg/Rockingham
Thomas Jefferson Planning District Commission
Town of Altavista
Town of Ashland
Town of Blackstone
Town of Bluefield - Graham Transit
Town of Chincoteague
Town of Haymarket
Town of Herndon
Town of Kenbridge
Town of Orange
Town of Purcellville
Town of South Hill
Town of Victoria
Town of Warrenton
Town of West Point
Transportation District Commission of Hampton Road
Tysons Transportation Association, Inc.
UHSTS, Inc. - RADAR
Valley Program for Aging Services, Inc.
Vector Industries, Inc.
Virginia Port Authority
Virginia Rail Policy Institute
Virginia Regional Transportation Association
Virginia Transit Association
Virginias Region 2000 Local Government Council
West Piedmont Planning District Commission
Western Tidewater Community Services Board
Williamsburg Area Transit Authority
Winchester Transit
Wise County
Washington Metropolitan Area Transit Authority
Washington Metropolitan Area Transit Commission

ATTACHMENT G
Report of Orders Received from Additional Users

REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS

CONTRACTOR NAME	
CONTACT NAME	
TITLE/POSITION	
CONTRACTOR ADDRESS	
CONTRACTOR PHONE NUMBER	
EMAIL	

QUARTER/YEAR	
DATE SUBMITTED	

ADDITIONAL USER	ORDER #	PROJECT NAME/ORDER DESCRIPTION	DATE ISSUED	ORDER AMOUNT